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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

ERIC OLSON,

Plaintiff,

v.

WORLD FINANCIAL GROUP INSURANCE  
AGENCY, LLC, ROBBIE DAY and DOES 1 to  
10,

Defendants.

Case No. 5:24-cv-00481-EJD

(Assigned to Hon. Edward J. Davila)

**JOINT CASE MANAGEMENT  
STATEMENT & [PROPOSED] ORDER**

Hearing Date: May 9, 2024  
Time: 10:00 a.m.  
Courtroom: 4

FAC Filed: March 11, 2024

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Attorneys for Defendant  
ROBERT DAY

1 The parties to the above-entitled action submit this Joint Case Management Statement  
2 pursuant to the Standing Order for All Judges of the Northern District of California and Civil Local  
3 Rule 16-9, in advance of the May 9, 2024 case management conference.

4 **1. Jurisdiction and Service**

5 The Parties do not dispute that the case is in the proper jurisdiction and venue, and all  
6 Defendants have been served.

7 **2. Facts**

8 Plaintiff's Statement

9 Over the course of 20 years, Plaintiff Eric Olson built a \$200 million per year insurance  
10 business for Defendant WFG's multi-level marketing organization. Relying on Defendant's  
11 promise that he could transfer or sell the business he built, Mr. Olson recruited, trained, and  
12 managed over 20,000 agents and made WFG hundreds of millions of dollars. When Mr. Olson  
13 became disillusioned by WFG's business practices and culture and sought to transfer his business,  
14 WFG changed its policies to prevent Mr. Olson from transferring it to his wife, Sandra Olson, or  
15 selling it to anyone else. When WFG was unable to persuade Mr. Olson to accept a pay increase to  
16 stay, it fired him, fired people that supported him, and made threats to prevent other agents from  
17 leaving WFG. Defendants then took the business Mr. Olson had built for themselves.

18 After firing him, WFG sued Mr. Olson seeking to enforce the restrictive covenant within its  
19 Agency Agreement, including Sections 2.15, 2.16 and 2.17 (the "Restrictive Covenant"). As  
20 drafted, the Restrictive Covenant acts as de facto non-compete which prevents Mr. Olson from  
21 competing with WFG or recruiting any current or former WFG agents. Since terminating Mr.  
22 Olson, WFG has engaged in a pattern of threatening other agents to prevent them from joining Mrs.  
23 Olson's new company, GFI, or working with Mr. Olson. Mr. Olson filed suit for a declaratory  
24 judgment that the Restrictive Covenant is not enforceable, along with claims for unfair  
25 competition, violation of Section 16600, and conversion for the return of the value of his business.  
26  
27  
28

1 Defendant WFGIA's Statement

2 Defendant World Financial Group Insurance Agency, LLC ("WFGIA") is an insurance  
 3 agency that provides a business platform for individuals who wish to operate their own financial  
 4 services business. Mr. Olson signed an agreement with WFGIA, which contained a non-  
 5 solicitation provision (§2.15), a confidentiality provision (§2.16), and a non-disparagement  
 6 provision (§2.17). He also signed a mandatory arbitration agreement, which he reaffirmed as  
 7 recently as February 2023. Mr. Olson was a highly successful insurance agent and self-proclaimed  
 8 sophisticated business owner at the time of signing the agreements. He helped his wife, Sandra  
 9 Olson, start a competing company, Global Financial Impact, LLC ("GFI"), to poach insurance  
 10 agents from WFGIA through the use of disparaging statements and WFGIA's confidential  
 11 information. Mr. Olson and his wife have taken insurance agent lists, hierarchies, and  
 12 compensation information, using this information to target specific teams. Mr. Olson orchestrated  
 13 the Anchor Leg strategy (as described in the First Amended Complaint in the related action, No.  
 14 24-cv-00480-EJD) to recruit spouses of high-performing insurance agents, while the high  
 15 performing insurance agents remain at WFGIA to spread information, take WFGIA confidential  
 16 information, and unlawfully recruit insurance agents. Despite the efforts to stop him, Mr. Olson  
 17 continues his scheme and directs his co-conspirators to take confidential information and disparage  
 18 WFGIA. Mr. Olson improperly brings this lawsuit to preempt WFGIA's affirmative case against  
 19 him (No. 5:24-cv-00480-EJD). This case is not properly before this Court, given Mr. Olson's  
 20 mandatory arbitration agreement, and Mr. Olson's First Amended Complaint does not pray for  
 21 preliminary injunctive relief but rather permanent relief. To the extent Mr. Olson now claims he is  
 22 seeking preliminary injunctive relief, the balance of his claims following any ruling on preliminary  
 23 injunctive relief must be arbitrated.

24 Defendant Day's statement:

25 Defendant Robert Day agrees with WFGIA's summary of the issues, setting out Mr.  
 26 Olson's violations of his duties vis-à-vis WFGIA. Mr. Olson added Mr. Day as a defendant on the  
 27 same claims he has attempted to state against WFGIA in the FAC, which fails to state valid claims  
 28 against Mr. Day.

1 In addition, Mr. Olson's attempted claims against Mr. Day all are within the scope of a  
 2 mandatory arbitration agreement, under which Mr. Olson is required to arbitrate any claims against  
 3 other WFGIA agents, which Mr. Day is, if those claims arise from or relate to Mr. Olson's  
 4 relationship with WFGIA – which is the case here.

### 5 **3. Legal Issues**

6 The Parties dispute the following issues of law:

- 7 a. Whether WFG's Restrictive Covenant is void under Cal. Bus. & Prof. Code Section
- 8 16600;
- 9 b. Whether WFG is entitled to enforce its contractual restraints against Plaintiff;
- 10 c. Whether Plaintiff breached any of the contractual restraints;
- 11 d. Whether Defendants have engaged in unfair competition in violation of Cal. Bus. &
- 12 Prof. Code Section 17200;
- 13 e. Whether Defendants tortiously interfered with Mr. Olson's ability to recruit agents and
- 14 work in his profession;
- 15 f. Whether Defendants have taken Mr. Olson's property without compensation;
- 16 g. The amount of damages Mr. Olson is entitled to receive;
- 17 h. Whether Plaintiff's claims are subject to mandatory arbitration pursuant to the terms of
- 18 the Agent Agreement;
- 19 i. Whether the Court should dismiss or stay the proceeding pending arbitration;
- 20 j. Whether WFG's arbitration clauses in the various iterations of its Agent Agreement that
- 21 apply to Defendants are unconscionable or otherwise unenforceable.

### 22 **4. Motions**

23 WFG has moved to compel arbitration of Plaintiff's claims. (Dkt. 21.) That motion is fully  
 24 briefed and set for hearing on May 2, 2024. Defendant Robert Day filed a joinder in WFGIA's  
 25 Motion to Compel Arbitration and to Dismiss First Amended Complaint in Favor of Arbitration.  
 26 (Dkt. 33.) That motion is fully briefed and set for hearing on May 2, 2024. Plaintiff filed a motion  
 27 to consolidate this action with two other related cases, *Olson et al. v. World Financial Group*  
 28 *Insurance Agency, LLC*, No. 5:24-cv-00477-EJD; and *World Financial Group Insurance Agency,*

1 *LLC v. Olson et al.*, No. 5:24-cv-00480-EJD. (Dkt. 38.) That motion is fully briefed and set for  
 2 hearing on May 30, 2024. There are no other pending motions in this action.

3 Plaintiff anticipates filing a motion for preliminary injunctive relief and for summary  
 4 judgment.

### 5 **5. Amendment of Pleadings**

6 Plaintiff anticipates that it may amend the pleadings to add additional Defendants. Because  
 7 discovery has not yet commenced in this case, Plaintiff anticipates needing time to identify  
 8 potential additional Defendants and to further investigate before determining whether additional  
 9 amendments are necessary. To the extent Plaintiff is able to promptly investigate, Plaintiff will  
 10 make any anticipated amendments on or before October 1, 2024.

11 Defendant Day's position is that amendment of pleadings should be handled in the context  
 12 of arbitration, which should be ordered in response to the pending motion to compel arbitration.

### 13 **6. Evidence Preservation**

14 The Parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored  
 15 Information and have met and conferred pursuant to Rule 26(f) regarding reasonable and  
 16 proportionate steps taken to preserve evidence. Plaintiff has confirmed that he has taken efforts to  
 17 preserve relevant documents.

18 WFGIA and Defendant Day also confirm that they have taken appropriate steps to preserve  
 19 relevant documents.

### 20 **7. Disclosures**

21 No party has served initial disclosures to date.

22 Plaintiff's Statement: Plaintiff is prepared to produce initial disclosures in accordance with  
 23 Rule 26.

24 WFGIA's Statement: Because all claims asserted in this case must be submitted to binding  
 25 arbitration, as indicated in WFGIA's Motion to Compel Arbitration, it is WFGIA's position that  
 26 initial disclosures should not be submitted until the Court has ruled on the pending Motion to  
 27 Compel Arbitration.

28 Defendant Day's statement: Defendant Day agrees with WFGIA's statement.

## 8. Discovery

The Parties are currently engaged in initial expedited discovery efforts that WFG stipulated to on March 8, 2024 in the related case 5:24-cv-00480. Plaintiff has served on WFG limited Requests for Production and Interrogatories and has issued subpoenas to relevant individuals who submitted declarations in support of WFG's motion for a temporary restraining order.

Plaintiff's Position: Plaintiff expects it will seek discovery on topics including, but not limited to, the following: WFG's purported cancellation of its policies allowing agents to transfer or sell their businesses, WFG's treatment of Mr. Olson, WFG's policies and procedures in enforcing the Restrictive Covenant in its Agent Agreement; WFG's efforts to enforce the Restrictive Covenant against Plaintiff; WFG's efforts to threaten, retaliate and/or prevent WFG agents from leaving WFG and/or joining GFI; the amount of earned commissions WFG withheld and/or took from Plaintiff; the value of Plaintiff's business that was taken or misappropriated by Defendants; and the confidentiality of Defendants' information.

Mr. Olson intends to bring his own motion for a preliminary injunction. Expedited discovery should not be limited to WFG's forthcoming motion alone but should extend to this case, particularly given that Mr. Olson has moved for consolidation.

WFGIA's Position: The expedited discovery in the related action (5:24-cv-00480) does not require expedited discovery in this action. To date, there has been no discovery in this action. WFGIA takes the position that discovery is premature given the pending Motion to Compel Arbitration and should occur in arbitration.

Defendant Day's position: Defendant Day agrees that expedited discovery in this action is not appropriate, as this action is not one seeking preliminary injunctive relief pending arbitration (the basis on which expedited discovery is being conducted in the related action). All discovery should be conducted in the context of the binding arbitration to which Mr. Olson contractually bound himself.

## 9. Class Actions

Plaintiff is not seeking class certification or other class treatment.

## 10. Related Cases

The Court granted a motion to relate two cases pending in the district: *Olson et al. v. World Financial Group Insurance Agency, LLC*, No. 5:24-cv-00477-EJD (N.D. Cal.) and *World Financial Group Insurance Agency, LLC v. Olson et al.*, No. 5:24-cv-00480-EJD (N.D. Cal.). WFG has also filed a case in the District of Wyoming: *World Financial Group Insurance Agency, LLC v. Global Financial Impact, LLC*, No. 24-cv-00019-SWS (D. Wyo.), which has not been related.

## 11. Relief

Plaintiff seeks injunctive and declaratory relief to prevent Defendants from enforcing the Restrictive Covenant against Plaintiff. Plaintiff also seeks compensatory relief as provided under state law, including compensatory and statutory damages, restitution, disgorgement, and punitive damages, as well as attorneys' fees and costs.

## 12. Settlement and ADR

The Parties have discussed ADR options and agree that this case may be appropriate for private mediation after a period of discovery has been conducted, in the event the case does not proceed to arbitration.

## 13. Other References

Plaintiff's Position: At this time, the case is not suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.

WFGIA's Position: WFGIA and Mr. Olson's Mutual Agreement to Arbitrate Claims, that Mr. Olson signed, and reaffirmed as recently as February 2023, requires that all disputes be submitted to binding arbitration. WFGIA has filed a Motion to Compel Arbitration to enforce Mr. Olson's contractual obligation and has sent a letter to Mr. Olson, requesting that the Parties commence arbitration, as required by the WFGIA Mutual Agreement to Arbitrate Claims.

Day's position: Defendant Day agrees that this is subject to a contractual agreement under which Mr. Olson is required to pursue the claims attempted to be asserted in the FAC in a binding arbitration.

## 14. Narrowing of Issues

Plaintiff contends that most significant issue at this time is the Court's determination of the enforceability of the Restrictive Covenant. This issue is the subject of Mr. Olson's motion to



dismiss in the related case (*World Financial Group Insurance Agency, LLC v. Olson et al.*, No. 5:24-cv-00480-EJD (N.D. Cal.), Dkt. 79), as well as Plaintiff's anticipated motion for preliminary injunctive relief.

WFGIA contends that the most significant issue at this time is whether the case should move to binding arbitration under the pending Motion to Compel Arbitration. Defendant Day agrees with this assessment.

The Parties have no other suggestions at this time for issues that should be expedited but will update the Court after a ruling on the Motion to Compel Arbitration about any further suggestions for how to expedite the presentation of evidence at trial.

### **15. Scheduling**

Plaintiff's Position: Plaintiff proposes that the Court enter the schedule set forth below.

- Close of Fact Discovery: November 1, 2024
- Affirmative Expert Disclosures: December 13, 2024
- Rebuttal Expert Disclosures: January 31, 2025
- Close of Expert Discovery: February 28, 2025
- Hearing of Dispositive Motions: April 24, 2025
- Final Pretrial Conference: June 5, 2025
- Trial: June 16, 2025 through June 27, 2025

WFGIA's Position: WFGIA believes scheduling is premature given the pending Motion to Compel Arbitration. In the event the Court declines to enforce the Mutual Agreement to Arbitrate Claims, WFGIA will meet and confer with Plaintiff and Mr. Day regarding an appropriate schedule for this case. Defendant Day agrees with this assessment.

### **16. Trial**

Plaintiff's Position: Plaintiff has requested a jury trial. Plaintiff estimates a trial length of 10 days.

WFGIA's Position: Mr. Olson's claims are all subject to binding arbitration and are not properly tried before this Court. However, in the event the Court declines to enforce the Parties'

1 Mutual Agreement to Arbitrate Claims, WFGIA agrees that a jury trial of the claims in this case  
2 may take approximately 10 court days. Defendant Day concurs.

3 **17. Disclosure of Non-party Interested Entities or Persons**

4 Plaintiff, WFG, and Defendant Day have filed Certificates of Interested Entities or Persons  
5 required by Civil Local Rule 3-15. (Dkt. 4, 22, 34.)

6 **18. Professional Conduct**

7 All attorneys of record for the parties have reviewed the Guidelines for Professional  
8 Conduct for the Northern District of California.

9 **19. Other Matters**

10 At this time, the Parties have no other matters to raise with the Court.

11 As required by this Court's Standing Order for Civil Cases, the Parties will, to the extent  
12 this case remains pending in this Court, identify and provide appropriate opportunities for junior  
13 lawyers to participate actively in the case.

1 Dated: April 26, 2024

2 BRAUNHAGEY & BORDEN LLP

DLA PIPER LLP (US)

3  
4 By: /s/ Matthew Borden

By: /s/ Troy A. Valdez

5 Matthew Borden

Troy A. Valdez

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7 *Eric Olson*

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*Group Insurance Agency, LLC*

8 GORDON REES SULLY MANSUKHANI,  
9 LLP

10 By: /s/ Jordan S. Altura

11 Jordan S. Altura

12 *Attorneys for Defendant Robert Day*

13 **CASE MANAGEMENT ORDER**

14 The above JOINT CASE MANAGEMENT STATEMENT & PROPOSED ORDER is  
15 approved as the Case Management Order for this case and all parties shall comply with its  
16 provisions.  
17

18 IT IS SO ORDERED.

19 Dated: \_\_\_\_\_

20 By: \_\_\_\_\_  
21 Judge Edward J. Davila  
22 United States District Court Judge  
23  
24  
25  
26  
27  
28